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IN THE SECOND JUDICIAL DISTRICT COURT, IN AND FOR WEBER COUNTY, STATE OF UTAH	
In the Matter of the Marriage of:  CAITLYN ABBI HENDERSON,  Petitioner  And KAJUN JARED HENDERSON,  Respondent.	DECREE OF DIVORCE  Case No. 254902101  Judge: HALL Commissioner: RICHARDS

Petitioner, Caitlyn Abbi Henderson, commenced this divorce action against the Respondent, Kajun Jared Henderson, with the filing of her *Verified Petition for Decree of Divorce* on December 9, 2025. The parties later entered into settlement negotiations with one another and executed a written *Stipulation and Marital Settlement Agreement* (hereinafter "the Agreement"), which is on file with the Court (Docket Entry #49). Having received the parties' Agreement, having made and entered *Findings of Fact and Conclusions of Law*, and for good cause appearing, the Court now ORDERS, ADJUDGES, and DECREES as follows:

**PARTIES, JURISDICTION, AND VENUE**

1. The Petitioner is a bona fide resident of Weber County, State of Utah, and has been for at least three (3) months immediately prior to the filing of this action.

2. Jurisdiction and venue are proper in this Court pursuant to Utah Code Ann. §81-4-402.

3. The parties were married on October 29, 2021 in Davis County, State of Utah.

### **GRANTING OF DIVORCE**

4. During the course of the marriage the parties have experienced difficulties that cannot be reconciled, and which have prevented them from pursuing a viable marriage relationship, and therefore the Petitioner is hereby granted a Decree of Divorce from the Respondent severing the bonds of matrimony, the same to become final upon entry, in keeping with Utah Code Ann. §81-4-405(1)(h).

### **DISCLOSURES REGARDING CHILDREN**

5. The parties are the parents of one (1) minor child who has been born as issue of the marriage, to wit: L.P.H., born November 13, 2023.

6. No other children are expected.

7. The minor child is a bona fide resident of the State of Utah and has been for at least six (6) months prior to the filing of this action; hence, Utah is the home state of the minor child pursuant to Utah Code Ann. §81-11-201.

**8.** The parties are unaware of any other person(s) not a party to the action who has or claims to have any custody or parent-time rights to the minor child.

**9.** The parties have not participated in and are unaware of any pending custody litigation concerning the parties' minor child.

**10.** There are no proceedings in the juvenile court of this state or any other state concerning the minor child.

**11.** Neither of the parties is currently receiving public assistance from the State of Utah for the benefit of the minor child.

**CUSTODY, PARENT-TIME & PARENTING PLAN**

**12.** Legal Custody. It is in the best interest of the minor child that the parties be awarded joint legal custody of the minor child as set forth below.

**13.** Physical Custody. The parties shall be awarded joint physical custody of the minor child pursuant to the following parent-time schedule repeating on a 14-day cycle until the child begins kindergarten:

	<b>Mon.</b>	<b>Tues.</b>	<b>Weds.</b>	<b>Thurs.</b>	<b>Fri.</b>	<b>Sat.</b>	<b>Sun.</b>
<b>Wk. 1</b>	Mom	Mom	Mom	Dad beginni ng at 6:30 p.m.	Dad	Dad	Mom beginni ng at 6:30 p.m.
<b>Wk. 2</b>	Mom	Mom	Mom	Dad beginni ng at 6:30 p.m.	Mom beginni ng at 6:30 p.m.	Mom	Mom

**14. Increase in Parent-Time.** Beginning when the child starts kindergarten, the parties shall transition to the following parent-time schedule repeating on a 14-day cycle:

	<b>Mon.</b>	<b>Tues.</b>	<b>Weds.</b>	<b>Thurs</b>	<b>Fri.</b>	<b>Sat.</b>	<b>Sun.</b>
<b>Wk. 1</b>	Mom	Mom	Mom	Dad	Dad	Dad	Dad
<b>Wk. 2</b>	Mom	Mom	Mom	Dad	Mom	Mom	Mom

**15. Primary Residential Parent.** Caitlyn shall be designated as the primary residential parent for purposes of determining where the child attends school.

**16. Holiday Parent-time.** Holiday parent-time shall be governed by the schedule set forth in Utah Code Ann. §81-9-302, with Caitlyn designated as the non-custodial parent for purposes of the holiday schedule only, and with the following exceptions:

**a.** Until the child begins kindergarten:

- i. The parties shall not exercise spring break, fall break, or winter break.
- ii. In even-numbered years, Kajun shall have Christmas Eve until Christmas morning at 11:00 a.m., with Caitlyn having Christmas morning beginning at 11:00 a.m. until December 26<sup>th</sup> at 9:00 a.m.
- iii. In odd-numbered years, Caitlyn shall have Christmas Eve until Christmas morning at 11:00 a.m., with Kajun

having Christmas morning beginning at 11:00 a.m. until  
December 26<sup>th</sup> at 9:00 a.m.

The holiday schedule is reproduced below:

<b>Holiday</b>	<b>Holiday Time Period</b>	<b>Years Caitlyn is Granted Holiday</b>	<b>Years Kajun is Granted Holiday</b>
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following Dr. Martin Luther King, Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King, Jr. Day if there is no school.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child;	Even years	Odd years

	(b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.		
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	Mother's Each Year	
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	Father's Each Year	
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally	Even years	Odd years

	celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.		
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day on that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break.	Even years	Odd years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom	Even Years—Caitlyn	Odd Years—Kajun

	Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.		
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**17. Extended Summer Parent-time.** Extended summer parent-time with each parent shall be as set forth in Utah Code Ann. §81-9-305, with each parent being entitled to designate two (2) consecutive weeks to exercise uninterrupted parent-time during the summer. The two consecutive weeks shall take precedence over all holidays except for Mother's Day and Father's Day. In other words, neither party may exercise any of their extended parent-time over a holiday that belongs to the other parent for that year. The parties shall share the responsibility to transport the child in connection with the exercise of extended parent-time, with the parent who is commencing their time with the child being responsible to pick up the child. Notice of extended summer parent-time dates shall be provided as follows:



**a.** Commencing with the 2026 calendar year and in all even-numbered years thereafter, Caitlyn shall provide written notice of her extended summer parent-time dates on or before May 1<sup>st</sup> and thereafter, Kajun shall designate his time by May 15<sup>th</sup>.

**b.** Commencing with the 2027 calendar year and in all odd-numbered years thereafter, Kajun shall provide written notice of his extended summer parent-time dates on or before May 1<sup>st</sup> and thereafter, Caitlyn shall designate her time on or before May 15<sup>th</sup>.

**c.** If a parent fails to provide notification within the time periods described above, the complying parent's election takes precedence. If both parents fail to provide notice within the time periods described above, the first parent who provided notice shall have their elections take precedence.

**18. Transportation for Parent-time.** The receiving parent shall provide the necessary transportation in connection with the beginning of their parent-time. Pick-ups and drop-offs of the minor child may occur at school or day care as applicable. Exchanges of the child shall be brief and civil and shall not involve any communication between the parties regarding adult issues or this divorce action.

**19. Right of First Refusal.** The parties shall be awarded a four (4) hour right of first refusal whereby, if a parent is unable to provide direct care for

the child for a period of four (4) hours or longer, that parent shall offer the right to provide the care for the child to the other parent before any other surrogate care provider. The parent exercising the right of first refusal shall provide all related transportation for the child.

**20. Safety Plan.** Neither party shall drink alcohol to the point of intoxication or use illegal drugs or prescribed drugs in a manner inconsistent with their prescribed use both prior to and during parent-time. Neither party shall view pornography or other adult content during their parent-time. Both parties shall ensure that all firearms are stored unloaded and locked in a secure container or safe, with ammunition stored separately in a locked container, in a place inaccessible to the child.

**21. Relocation.** If, at any point, either party intends to relocate more than 150 miles from the other party, the parties shall be bound by the notice requirements found in Utah Code Ann. §81-9-209.

**22. Romantic Partners.** Neither parent shall introduce a romantic partner to the child until the relationship has been exclusive for at least 12 months and the parent reasonably believes the relationship may become long-term. A romantic partner shall not stay overnight while the child is present until the relationship has been ongoing for at least 12 months unless otherwise agreed to in writing by the other parent. A parent introducing a new partner to the child shall provide the other parent with the partner's full name and date of birth and notify the other parent before the introduction

takes place. Kajun acknowledges he has already begun seeing somebody named Kori Johnson and already introduced the child to her, so this paragraph shall apply to future paramours only.

**23. Travel.** When the minor child travels with either parent out of state, all of the following information shall be provided to the other parent in advance:

- a.** An itinerary of travel dates;
- b.** Destination(s);
- c.** Places where the minor child or traveling parent can be reached; and
- d.** The name and telephone number of an available third party who would be knowledgeable of the minor child's location.

**24. Decision Making.** Each parent has authority to make day-to-day decisions concerning the minor child while the child is in the care of that parent. Each parent also has authority to make emergency decisions concerning the child while the child is in the care of that parent.

- a.** The parties shall share all major decisions concerning their minor child's health, medical care, education, religious upbringing, and general welfare. The parties shall use the following decision-making procedure as their guide:

- i.** The parties shall initially identify the issue;

- ii. The parties shall research the issue and possible solutions related to the issue and listen to and understand each other's perspectives;
- iii. The parties shall brainstorm all possible solutions related to that specific issue, including consulting a professional in the area of expertise (e.g. doctor, teachers, etc.); and
- iv. The parties shall use the most sensible resolution that considers the needs and interests of everyone involved particularly the minor child, in an attempt to reach a "win-win" solution.

**25. Resolving Disputes.** If the parties cannot reach a mutual decision regarding the minor child, then Caitlyn shall have the presumptive final say. If Kajun disagrees with the decision, he may seek judicial intervention under an actual harm standard and not simply that he would have made a different decision, with the prevailing party being awarded their attorney fees and costs of court.

**26. Communication Between the Parties.** Communication regarding the child shall occur between the parties only (not through third parties, including new romantic partners) and be civil and in writing, preferably using a co-parenting app. The parties may communicate by telephone in

the case of an emergency. Both parties shall promptly notify one another in case of a medical or other emergency involving the child.

**27. Medical Providers.** The minor child shall remain with her present medical providers including those for dental and vision care unless the parties agree otherwise. The parties shall follow the recommendations of these providers unless the parties mutually agree to deviate from the recommendations.

**28. Medical Appointments.** Caitlyn shall be responsible for making medical and dental appointments for the child and taking the child to those appointments. Caitlyn shall communicate the appointments to Kajun in advance so that Kajun can attend and participate in the appointments. If Kajun chooses not to attend, Caitlyn shall provide the necessary information from the appointment to Kajun.

**29. Special Considerations.** The parents agree that the following provisions are in the best interest of the minor child, and they agree to follow them as part of their Parenting Plan:

- a. The visitation and parent-time schedules as set forth above are preferable to a court-imposed solution.
- b. The parent-time schedule shall be utilized to maximize the continuity and stability of the minor child's life.
- c. Special consideration shall be given by each parent to make the minor child available to attend family functions

including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant life events in the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedule. If these significant events arise, then the parent seeking to take the child to the event shall provide reasonable advance notice to the other parent.

d. If either parent intends to pick up the child early from day care or school for any reason, they shall provide reasonable advance notice to the other parent.

e. The child's regular school hours shall not be interrupted for parent-time.

f. If, due to emergency circumstances, a parent will be late or is unable to be present for pick-up or delivery of the minor child, then that parent shall notify the other as soon as possible to advise them and make appropriate alternate arrangements.

g. Neither parent-time nor child support are to be withheld due to either parent's failure to comply with a court order.

h. Each parent shall notify the other parent within twenty-four (24) hours of receiving notice of all significant school, social, sports, and community functions in which the minor child

is participating or being honored, and both parents are entitled to attend and participate fully in those events.

i. Both parents shall have unlimited access to the minor child's school, including full access to all school reports, homework, teachers, and other school staff.

j. Both parents shall have unlimited access to all records concerning the minor child, including medical records.

k. Each parent shall provide the other with a current address and telephone number within twenty-four (24) hours of any change.

l. Each parent shall enjoy telephone, video conference, email, letters, text, or other alternative forms of contact with the minor child at reasonable times and places considering the child's bedtimes and the other parent's needs. The minor child shall initiate any phone calls or FaceTime calls. The parents shall not "pump" the child for information about the other parent's whereabouts, activities or personal life during these calls.

**30. Co-Parenting Principles.** Caitlyn and Kajun also adopt and agree to follow the following principles:

a. We agree to create a new co-parenting relationship based on trust and respect.

- b.** We agree to create a cooperative co-parenting relationship.
- c.** We understand we are creating a new relationship from this point forward.
- d.** We recognize that co-parenting requires us to have a business-like relationship rather than our former personal relationship.
- e.** We recognize that the minor child's self-esteem is affected by having a positive perception of both parents. We agree to say only positive things about our co-parent, emphasizing parental strengths as much as possible.
- f.** We agree to treat each other as we would like to be treated.
- g.** We agree to be flexible to build goodwill with each other.
- h.** We agree to communicate frequently regarding the best interests of the minor child and to return texts, emails, and telephone calls promptly.
- i.** We agree to conduct our communications in a business-like manner without assuming intents, placing blame, or disputing what happened in the past.



**j.** We agree to keep our communications productive and if a meeting becomes heated or overly emotional, we agree to reschedule that meeting.

**k.** In our communications, we agree to not put down or otherwise show disrespect to the other parent and maintain respectful and productive dialogue.

**l.** We understand that we will share information and complaints in a factual and respectful manner. We agree to receive complaints without taking personal offense.

**m.** We recognize that the minor child has extended family relationships and agree to accommodate our co-parent's reasonable requests to take the child to special family events.

**n.** We understand that the minor child will grow up in two homes (Mom's house and Dad's house) and may be loved and supported by all family members in both homes.

**o.** We recognize that while we have the opportunity to influence the other parent, we have no power to control each other.

**p.** We agree that we will focus on problem solving rather than fighting. We understand that in order to solve a problem, we may need to share information or postpone a conversation until we have obtained more information regarding the problem

or issue. We understand it is helpful to share ideas and research as we work toward a resolution.

**q.** We recognize that relationship problems are best solved on a one-on-one basis. We agree not to triangulate others in our problem solving. Therefore, if the child has a problem with one parent, then the child and that parent alone should solve the problem.

**r.** We agree not to use the minor child as a messenger or problem solver.

**s.** We agree to allow the minor child to love both parents.

**t.** We recognize that as the minor child grows older, their friends, school, and extracurricular activities will become more significant in their life. Consequently, it is helpful to have the child provide input to our time-sharing schedule and design ways to ensure meaningful time with both parents.

**u.** We recognize that at times the minor child may not enjoy going back and forth between homes because it interrupts their life. We agree to be supportive of the child spending meaningful time with both of her parents according to our time-sharing schedule and to enforce, encourage, and support the time-sharing schedule. If the child expresses a strong desire to skip a time-sharing opportunity, then the child and the parent

involved should work through the issue one-on-one and arrange substitute time wherever possible.

**v.** We agree to discuss discipline problems and reach a consensus whenever possible on parenting strategies. We understand that if we act consistently and as a united front the minor child will feel more secure and will not play one parent against the other.

**w.** We recognize that we have strengths and weaknesses. Each parent is responsible for their choices and accountable for their mistakes. We agree to learn from our mistakes and do the repair work where necessary. We understand that forgiveness is a process that primarily benefits the forgiver. Therefore, we understand that we can model forgiveness to the minor child by healing our feelings and choosing to be respectful to the other parent.

**x.** We recognize that contention and especially litigation between us can cause the minor child to suffer emotional and behavioral problems. We agree to use our best efforts to resolve differences and solve problems without the need for litigation.

**y.** We agree to be courteous and respectful when exchanging the minor child.

**z.** We agree to discuss any financial issues or other significant issues at another time away from the minor child.

**FINANCIAL SUPPORT OF THE CHILD**

**31.** Child Support. Child support shall be calculated and awarded on a Joint Custody Child Support Worksheet pursuant to Utah Code Ann. §81-6-101 *et seq.* as follows:

**a.** Caitlyn is employed full-time and has gross monthly income of \$6,668.00 per month.

**b.** Kajun is employed full-time and has gross monthly income of \$5,108 per month.

**c.** Based on the parties' incomes, and with Caitlyn having 245 overnights and Kajun having 120 overnights, Kajun shall pay \$462.00 per month to Caitlyn as and for child support, commencing May 1, 2026.

**d.** Child support shall be paid one-half on or before the 5<sup>th</sup> and 20<sup>th</sup> of each month until the minor child attains the age of eighteen (18) years or graduates from high school during their normal and expected year of graduation, whichever is later.

**e.** In order to collect the child support, the obligee parent shall be entitled, if he or she so chooses, to mandatory income withholding relief pursuant to Utah Code Ann. §§62A-11-401, *et seq.*, and 62A-11-501, *et seq.* Said income withholding procedure

shall apply to existing and future payors of the non-custodial parent. All withheld income shall be payable to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah, 84145-0011 until such time as the obligor party no longer owes child support to the obligee party. Should the obligee parent elect this income withholding procedure the obligor parent shall be ordered to pay any administrative fee for such service.

**f.** In the event the obligee parent does not elect to exercise his or her right to collect child support by mandatory withholding through the Office of Recovery Services, the obligor parent shall be entitled to pay the support directly to the obligee parent.

**g.** Under Utah Code Ann. §81-6-212(5), the parties have a right to adjust a child support order by motion after three (3) years from the date of its entry if (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah Child Support Guidelines, calculated using the appropriate child support worksheet; (2) the difference is not of a temporary nature; and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code Ann. §62A-11-306.2, if the child receives TANF benefits at the time an adjustment is sought, the Office of Recovery Services shall review

the order, and if appropriate, move the court to adjust the amount.

**h.** Under Utah Code Ann. §§81-6-212(3) and (4), the parties have a right to modify a child support order at any time by petition if there has been a substantial change in circumstances because of (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive child other than those in common to both parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

**32. Extracurricular Activity Costs.** The parties shall be required to pay equally for the minor child's extracurricular activities so long as the activity

is agreed upon in writing by both parties before the child is enrolled in the activity.

**33. School Expenses.** The parties shall be required to pay equally for the minor child's necessary school fees, including school lunches.

**34. Health & Dental Insurance & Expenses.** The parents shall provide health and dental insurance for the medical and dental expenses of the minor child if the insurance is available to them at a reasonable cost.

**a.** Caitlyn is currently providing health and dental insurance coverage for the minor child and anticipates that she will continue to do so.

**b.** If both parties provide health and dental insurance coverage for the minor child, neither party shall be required to contribute to the premiums of the other party as long as such insurance is available and maintained by each party.

**c.** If, at any point in time, the dependent child is covered by the health or dental insurance plans of both parents, the most comprehensive health or dental insurance plan shall be primary. If a parent remarries and his or her dependent child is not covered by that parent's health or dental insurance plan but is covered by a step-parent's plan, the health or dental insurance plan of the step-parent shall be treated as if it is the plan of the

remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

**d.** The parent ordered to maintain insurance shall provide verification of coverage to the other parent, and/or to the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Section 602, *et seq.*, upon initial enrollment of the dependent child, and thereafter on or before January 2<sup>nd</sup> of each calendar year of any change of the insurance carrier, premium amount, or benefits or within thirty (30) calendar days of the date that parent knew or should have known of the change.

**e.** The parents shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of health insurance. The parent who provides health insurance may receive credit against the base child support award or recover the other parent's share of the child's portion of the premium.

**f.** The minor child's portion of the premium is a per capita share of the premium actually paid. The premium expense for the child shall be calculated by dividing the premium amount (the numerator) by the number of persons covered under the policy (the denominator) and multiplying the result by one (the number of minor children in this case) who are covered by such a policy.



**g.** The parties shall share equally the costs of any and all non-covered medical, dental, vision, orthodontic, and mental health expenses of the minor child, including deductibles and co-payments.

**h.** A parent who incurs medical or dental expenses for the child shall be required to provide the other parent with written verification of the expense and payment to the other party within thirty (30) days of payment. The other party shall then reimburse the parent who has incurred the expense within thirty (30) days of receiving the verification. Pursuant to Utah Code Ann. §81-6-208(10), the parent who fails to comply with this requirement may be denied the right to receive credit for the expenses or to recover the other parent's share of those expenses. The burden of proving that such proof of expenses has been provided shall be upon the parent making the claim for reimbursement.

**i.** With regard to contributions from either parent, neither parent shall be required to provide coverage, contributions, or co-payments for any medical or dental procedure that is incurred primarily for cosmetic purposes without his or her express written consent. This does not include orthodontic work, contact lenses, or psychological treatment.

**35.** Child Care Expenses. The parties shall be required to equally assume and pay all reasonable work-related child care expenses incurred by the parties pursuant to the provisions of Utah Code Ann. §81-6-209.

### **INCOME TAXES**

**36.** The parties have already filed joint income tax returns for 2025 and equally shared the amount owing. Beginning with the 2026 tax year, the parties shall be required to equally divide the income tax exemptions for the minor child, with Caitlyn claiming the child in even-numbered years and Kajun claiming the minor child in odd-numbered years. Kajun's right to claim the child for income tax purposes shall be contingent on Kajun being current with all of his child-related financial obligations to Caitlyn by December 31<sup>st</sup> of the tax year in question, regardless of when the obligation came due and owing.

### **LIFE INSURANCE**

**37.** Kajun shall be required to maintain a life insurance policy in the amount of not less than \$100,000.00 and name Caitlyn as the sole beneficiary in the unlikely event of his death in order to maintain payment of his child support obligations.

### **PROPERTY**

**38. Real Property.** During the course of the marriage the parties did not acquire an interest in any real property.

**39. Vehicles.** During the course of the marriage, the parties acquired an ownership interest in certain vehicles, which shall be divided between the parties as follows:

**a.** Caitlyn shall be awarded the 2024 Kia Sceltos, together with sole responsibility for any associated loans, insurance, registration, taxes, maintenance and the like. Caitlyn shall refinance the current loan associated with this vehicle into her own name within 180 days of the date of entry of the Decree of Divorce.

**b.** Kajun shall be awarded the 2024 Hyundai Santa Fe, together with sole responsibility for any associated loans, insurance, registration, taxes, maintenance, and the like.

**c.** Kajun shall be awarded the 2022 Subaru WRX Premium, together with sole responsibility for any associated loans, insurance, registration, taxes, maintenance, and the like. Kajun shall refinance the current loan associated with this vehicle into his own name within 180 days of the date of entry of the Decree of Divorce.

**40. Other Personal Property.** The parties have acquired various items of other personal property during the marriage. Said property has already

been divided between the parties to their mutual satisfaction and each party shall be awarded the property currently in his or her possession.

**41. Bank Accounts.** Each party shall be awarded his or her own bank account(s) titled in their respective name.

### **DEBTS**

**42.** During the course of the marriage the parties incurred certain debts and obligations.

**43.** The parties shall each be ordered to assume and pay any debts or obligations held in their own names and/or acquired post-separation.

**44.** Each party shall indemnify and hold harmless the other party from the debts they are ordered to pay herein.

**45.** Each party shall be required to notify respective creditors or obligees regarding the Court's division of debts, obligations or liabilities, and regarding the parties' separate current addresses.

### **RETIREMENT ACCOUNTS**

**46.** During the course of the marriage, the parties acquired an interest in certain retirement and other similar accounts. The parties shall each be awarded the retirement and other accounts titled in their own names free and clear of any claim by the other.

### **ALIMONY**

**47.** Pursuant to Utah Code Ann. §81-4-501 *et seq.* and Utah case law, this is a short-term marriage and both parties are able-bodied adults capable of supporting themselves without contribution by the other. Therefore, no alimony shall be awarded now or at any point in the future.

### **PROPERTY SETTLEMENT PAYMENT**

**48.** As part of the parties' global property settlement agreement contained herein, Kajun shall pay the amount of \$9,500.00 to Caitlyn as follows:

- a.** \$3,000.00 by the end of the day on April 13, 2026;
- b.** \$150.00 per month for May, June, and July, 2026; and
- c.** \$250.00 per month beginning August 2026 until such time as the amount is paid in full.

### **MUTUAL RESTRAINING ORDERS**

**49.** Each party shall be permanently restrained from saying or doing anything derogatory against the other in the presence of the minor child.

**50.** Each party shall be permanently restrained from harassing, annoying, or otherwise bothering the other party or their family members.

**51.** Each party shall be restrained from committing, trying to commit, or threatening to commit any form of violence against the other. This includes stalking, threatening, physically hurting or causing any other form of abuse.

**52.** Each party shall be ordered to immediately delete and/or destroy any intimate photographs and/or videos of the other party.

**53.** All communication between the parties shall be civil.

**54.** Each party shall be permanently restrained from inducing or allowing a third party to do what they themselves are prohibited from doing under the paragraphs listed above and shall have the affirmative duty to use their best efforts to prevent third parties from such violations or shall remove the child from such circumstances if they are present.

### **MISCELLANEOUS**

**55. Maiden Name.** The Petitioner shall be immediately restored to the use of her former name of “Caitlyn Abbi Lawrence” should she so choose.

**56. Attorney Fees.** Each party shall be solely responsible for their own attorney fees and costs of court incurred in connection with this action.

**57. Necessary Documents.** Both parties shall be required to sign whatever documents are necessary to transfer title and quit claim deeds or any other documents that are necessary to implement the Decree of Divorce to be entered by the Court in this matter. Should a party fail to execute or deliver any document within sixty (60) days of the entry of the Decree of Divorce, the other party may bring a Motion to Enforce Order and for Sanctions at the expense of the disobedient party, including reasonable attorney fees, and move the Court to order the disobedient party to execute or deliver the documents personally.

**58. Mediation Requirement.** Prior to any petition being filed to change any provision of the final Decree of Divorce, the parties must first attempt to resolve the issue through mediation.

**\*\*END OF DECREE OF DIVORCE\*\***  
**COURT SIGNATURE AND DATE APPEAR AT TOP OF FIRST PAGE.**

**APPROVED AS TO FORM:**

/s/ Jaime G. Richards

Attorney for Respondent

\*Electronic signature affixed by counsel with permission of Mr. Richards via email dated 4/21/26.

**NOTICE TO RESPONDENT**

Pursuant to Utah Rule of Civil Procedure 7(j)(4), this Order will be filed with the above-entitled Court seven (7) days after service upon you and submitted to the District Court Judge for signature. Your Objection, if any, must be filed with the Court within seven (7) days after service.

DATED this 20<sup>th</sup> day of April, 2026.

ARNOLD,      WADSWORTH      &  
COGGINS

/s/ Cobie Spevak  
Attorney for Petitioner

**CERTIFICATE OF SERVICE**

I hereby certify that on this 20<sup>th</sup> day of April, 2026, I caused a true and correct copy of the foregoing to be served via email to:

Jaime G. Richards  
*Attorney for Respondent*  
[jaime@utahlegalcounsel.com](mailto:jaime@utahlegalcounsel.com)

/s/ Cobie Spevak